

IN THE DISTRICT COURT OF POTTAWATOMIE COUNTY  
STATE OF OKLAHOMA

**FILED**

IN THE DISTRICT COURT

SEP 24 2012

POTTAWATOMIE COUNTY, OK  
RETA HEAD, COURT CLERK  
BY [Signature] DEPUTY

CARMEN HUEBERT,

Plaintiff,

v.

ALLSTATE INSURANCE COMPANY,

Defendant.

Case No. CJ-2012-410

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**PETITION**

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COMES NOW the Plaintiff Carmen Huebert and for her cause of action against Defendant Allstate Insurance Company, states as follows:

**JURISDICTION AND VENUE**

1. Plaintiff Carmen Huebert is a citizen of the State of Oklahoma and a resident of Pottawatomie County, State of Oklahoma.
2. Defendant, Allstate Insurance Company (hereinafter "Allstate"), is an insurance company licensed to and engaged in the business of insurance in the State of Oklahoma.
4. The accident that gives rise to this lawsuit took place in Denton County, Texas.
5. Venue is proper under 12 O.S. § 137.

**FACTUAL BACKGROUND**

6. On October 28, 2011, Carmen Huebert was struck by a motor vehicle driven by Jennifer Ann Doub in Denton, Texas (hereinafter, "the Accident").
7. The Accident was entirely the fault of Jennifer Ann Doub.
8. Carmen Huebert was severely injured in the Accident and transported to Denton Regional Medical Center from the scene by the Denton Fire Department.

**EXHIBIT**

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9. As a result of the Accident, Carmen Huebert suffered bodily injury including a fractured rib and a collapsed lung, as well as a lesion to her liver.

10. As a result of the Accident, Carmen Huebert has incurred over \$53,000.00 in medical bills.

11. Jennifer Ann Doub did not have sufficient liability insurance or other assets to fully compensate Plaintiff for the injuries she suffered in the Accident, making her an underinsured driver.

12. On March 27, 2012, Allstate waived subrogation and gave Plaintiff permission to settle with Ms. Doub's liability insurance carrier for her \$50,000.00 liability limits.

13. Plaintiff Carmen Huebert timely submitted a claim to Allstate for payment of uninsured/underinsured motorist coverage benefits, Claim No. 0229206230.

14. On May 4, 2012 and again on May 14, 2012, Allstate extended an offer to settle Plaintiff Carmen Huebert's claim in the amount of \$18,000.00.

15. On May 21, 2012, Allstate increased their offer to settle Plaintiff's claim to \$20,000.00.

#### **COUNT I: BREACH OF CONTRACT**

16. Plaintiff fully incorporates into this Paragraph each and every allegation contained in Paragraphs 1 through 15 of this Petition as if each were fully iterated verbatim herein.

17. Allstate issued a standard form automobile policy to Plaintiff wherein Allstate agreed to pay an insured person all sums which the insured person is legally entitled to recover as damages from the owner or operator of an uninsured or underinsured motor vehicle because of bodily injury sustained by the insured person.

18. Carmen Huebert is an insured person legally entitled to recover damages from the operator of an underinsured motor vehicle because of the bodily injury she sustained in the Accident.

19. All conditions precedent to Allstate's liability under the insurance policy have been performed including the payment of all premiums necessary to keep the policy in effect and the presentation of claims by insured persons for bodily injury damages under the uninsured or underinsured coverage.

20. Allstate materially breached the terms of the insurance contract with Plaintiff refusing to pay Plaintiff all benefits she is owed under the contract.

21. As a result of Allstate's material breach of its policy contract, Plaintiff has suffered damages.

**COUNT II: BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING**

22. Plaintiff fully incorporates into this Paragraph each and every allegation contained in Paragraphs 1 through 21 of this Petition as if each were fully iterated verbatim herein.

23. Allstate has a duty to deal fairly and in good faith with Plaintiff Carmen Huebert.

24. Allstate has delayed, without proper cause, paying Plaintiff all benefits she is owed under the insurance contract.

25. Allstate has refused, without proper cause, to pay to Plaintiff all benefits she is owed under the insurance contract.

26. Allstate knowingly and intentionally failed to engage in proper claims handling practices and failed to compensate its insured in an amount promised for losses covered under its automobile insurance policies.

27. Allstate engaged in these improper claims practices knowing that its insured would suffer financial harm.

28. Allstate deprived Plaintiff of the very protection which she was promised, which she trusted Allstate to provide and for which there was paid substantial premiums.

29. Allstate put its interest in maximizing financial gains, and limiting disbursements above the interests of its insured, Plaintiff.

30. As a consequence of Allstate's breach of the duty of good faith and fair dealing, Plaintiff has sustained damages, including deprivation of monies rightfully belonging to her, anger, stress, worry, physical and emotional suffering, attorney fees and litigation costs.

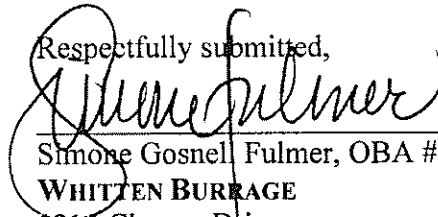
31. The conduct of Allstate was intentional, willful, malicious, and/or in reckless disregard of the rights of others.

32. The actions of Allstate during the handling of Plaintiff's claim demonstrate it intentionally, and with malice, breached its duty to deal fairly and in good faith. The actions of Defendant were intentional, malicious and consistent with an overall collective corporate goal of increasing profits through the systematic reduction or avoidance of claims. Plaintiff Carmen Huebert, therefore, seeks punitive damages in an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00).

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Carmen Huebert prays for judgment against Defendant Allstate Insurance Company in an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00), together with costs, interest, reasonable attorney fees, and other relief which this Court deems just and equitable.

Respectfully submitted,



Simone Gosnell Fulmer, OBA #17037

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**ATTORNEYS FOR PLAINTIFFS**

**ATTORNEY LIEN CLAIMED!**  
**JURY TRIAL DEMANDED!**